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#### **Contract Database Metadata Elements**

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# AGREEMENT

by and between the  
**CITY OF NORTH TONAWANDA**

and

**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**

APR 29 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



**City of North Tonawanda Unit  
Niagara County Local 832**

**January 1, 2003 - December 31, 2006**





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NOTICE: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

WHEREAS, the City of North Tonawanda, New York (hereinafter called "Employer"), acting pursuant to the Public Employees' Fair Employment law (Article 14 of the Civil Service Law), has recognized the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter called "CSEA") as the exclusive representative, for the purpose of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment of the employees in the following single negotiating unit:

Included: All full time employees of the City of North Tonawanda

Excluded: City Accountant  
City Assessor  
City Clerk and Deputy City Clerk  
City Engineer  
Director of Youth, Recreation, Senior  
Citizens & Parks  
Secretary to Mayor  
Superintendent of Water  
Superintendent of Wastewater Facilities  
Building Inspector  
All City Court employees  
All Fire Department employees (except for Fire Clerk)  
All Police Department employees (except for  
Police Clerk, Account Clerk-Typist, Data Entry  
Operator and Auto Mechanic)  
All elected officers and employees  
All management and confidential employee  
All Public Works Department employees in  
AFSCME - Recognized Unit

WHEREAS, the Employer and the CSEA desire to promote harmonious relations between the, establish an equitable and peaceful procedure for the resolution of differences, and establish the terms and conditions of employment of the employees in the aforesaid negotiating unit:

NOW, THEREFORE, the Employer and the CSEA agree as follows:

**1. General**  
**1.1 Coverage**

1.1 This Agreement covers each person who is at any given time, an incumbent (including a probationary or provisional incumbent) in any of the positions included in the above described negotiating unit.

**1.2 Term and Modification**

1.21 The term of this agreement begins at 12:01 A.M. on January 1, 2003 and continues until midnight on December 31, 2006.

1.22 Each provision of this Agreement goes into effect when the term begins, and goes out of effect when the term ends, except when this Agreement or an amendment to this Agreement, says otherwise.

1.23 If either party desires to modify this agreement, it will give official notice thereof to the other party pursuant to Section 2.4.

1.24 If official notice of modification has not been given this Agreement shall continue for successive terms of twelve (12) months each, unless either party give official notice of modification to the other party not earlier than the 150<sup>th</sup> day and not later than the 120th day prior to October 1 of any such successive term.

1.25 If official notice of modification has been given during the term of this Agreement (or during a successive term thereof, as the case may be), the term of this Agreement shall continue until the day on which the parties agree that the term of a modified Agreement shall begin.

**1.3 Amendments and Waivers**

1.31 No provision of this Agreement may be deleted or changed, and no provision may be added to this Agreement, by implication or by any other means except a written amendment to this Agreement signed by each party.

1.32 During the term of this Agreement, either party may propose that this Agreement be amended, but the other party is not obligated to negotiate or to agree to any proposed amendment.

1.33 Upon written notification by either party to the other party during the term of this Agreement proposing an amendment to any of the terms of said Agreement, the party to whom such proposal is sent shall respond thereto within

thirty (30) days of the receipt of the date of thereof. Upon such failure to respond within the thirty (30) days, such proposed amendment shall be deemed denied.

1.34 No provision of this Agreement may be waived by implication or by any other means except a written document signed by each party.

#### **1.4 Interpretation**

1.41 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

- (a) A word used in masculine gender applies also in the feminine.
- (b) A word used in the singular number applies also in the plural.
- (c) This Agreement speaks as of the time it is being applied.
- (d) Each provision of this Agreement is severable from every other provision.
- (e) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
- (f) Each letter appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.

1.42 Except when this Agreement says otherwise, the following definitions apply in interpreting this Agreement:

- (a) "Employee" means a person covered by this Agreement.
- (b) "Party" means the CSEA and the Employer.
- (c) "Parties" means the CSEA and the Employer.
- (d) "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.
- (e) "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of both parties.



- (f) "Modification" means a change in the provisions of this Agreement arrived at in the collective negotiations pursuant to section 2.6 of this Agreement.
- (g) "Laws mandated by higher authority" and "laws mandated by laws of higher authority" shall include but not be limited to the Civil Service Law and any rules adopted thereunder.
- (h) The following hourly rates shall be used in computation of overtime for employees covered under this contract: For 40 hour week employees, their annual salary divided by 2080 hours; for employees who normally work 35 hours per week their annual salary shall be divided by 1820 hours.

1.43 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law.

1.44 Unless this Agreement says otherwise, any provision of this Agreement which cites a law, rule or regulation mandated by higher authority is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control, unless this Agreement says otherwise.

### **1.5 Legal Effect**

1.51 If this Agreement requires a party or a person to do anything that is prohibited by law mandated by a higher authority, the obligation is invalid but all other obligations imposed by this Agreement remain valid.

1.52 Unless this Agreement says otherwise neither party is required to continue any past practice.

1.53 This Agreement is complete and contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter which is a proper subject of collective negotiations.

1.54 Unless this Agreement says otherwise, the Employer is not required to provide or guarantee work for any period of time to any employee. It is expressly understood by the parties hereto that employees incapable of fulfilling their duties as indicated by their duty statements may be sent home.

1.55 In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion specified in such decision or having such effect

shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

## **2. CSEA - EMPLOYER RELATIONS**

### **2.1 Management Rights**

2.11 Except as expressly limited by other provisions of this agreement and applicable law, the City possesses the sole right to operate City government and all its authority, rights and responsibilities are retained. The CSEA recognizes that the Employer retains any and all rights vested in it by law, and further recognizes that the Employer shall continue to exercise those rights, as well as any and all rights which may hereafter be vested in the Employer by law, including, but not limited to, the following rights: to select, hire, and promote employee; to determine the necessity for filling a vacancy; to create new jobs and classifications and to abolish any job or classification; the right to determine the mission, purposes, objectives and policies of the City; to direct all programs and operations of the City; to establish, maintain and/or alter work and personnel rules and schedules or work; to set hours of work; to determine new and/or change existing methods, facilities, means and number of personnel for the conduct of City programs and operations; to transfer employees from one job, classification, or assignment to another; to demote, suspend, discharge and discipline employees; to train employees and require their participation in training programs; to subcontract work; to assign, supervise and direct employees in their work; to determine the work to be done; to lay off employees and to adjust the size of the working force; to make reasonable rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency, and the protection of property and to take whatever action is necessary to carry out the functions of the City. The Employer recognizes that it may not exercise its rights, referred to in this paragraph, in such a way as to violate any of the express provisions of this Agreement.

### **2.2 CSEA Membership**

2.21 The Employer must not interfere with the right of an employee to become or remain a member of the CSEA. The Union must not interfere with the right of an employee to refuse to become or to remain a member of the Union.

### **2.3 CSEA Representation and Activity**

2.31 The Employer shall permit a non-employee representative of the Civil Service Employees Association to confer with employees during working hours for a reasonable period of time for the purpose of investigating a grievance. Before conferring with an employee the Association representative shall make his presence and purpose of his visit known to the employee's immediate supervisor.

The Association representative may confer with an employee if the conference will not interfere unreasonably with the performance of the duties assigned to the employees.

2.32 For the purpose of investigating and processing grievances in their respective departments the City recognizes the Union's right to appoint one (1) chief steward and one (1) Grievance Representative from each department listed below, except the City Hall where there shall be two (2) Grievance Representatives and two (2) Grievance Representatives at the Wastewater Treatment Plant on different shifts and three (3) Grievance Representatives from the parks, Recreation, Botanical Gardens, Golf Course and Senior Citizen's Center.

Signal Department  
Water Department Filtration Plant &  
Pumping Station  
Water Department Distribution Garage

2.33 A Grievance Representative may investigate grievances arising in his department and present them to the Employer without loss of time or pay; provided that the use of an abnormal amount of time or other abuse of this privilege may result in loss of time or pay.

2.34 A Grievance Representative must obtain the permission of his immediate supervisor before leaving his assigned duties to handle a particular grievance. The supervisor may refuse for a reasonable period of time to permit the Grievance Representative to leave his assigned duties if his leaving could interfere unreasonably with the performance of his duties or with a performance of the duties assigned to other employees. Grievance Representative must report to his immediate supervisor before returning to his assigned duties. If a supervisor refuses to permit a Grievance Representative to leave his assigned duties in accordance with the provisions of this paragraph and the period of such refusal exceeds one working day, then one working day for each day or portion of a day after the first day of such period shall be added to the time limit for submitting a grievance set forth in paragraph 3.21 or in paragraph 3.23 of this Agreement, whichever applies. A Chief Steward can investigate and process grievances if a steward is not available. Grievance Representatives and the Chief Steward must apply in writing for such leave on the attached application, Appendix G, hereby incorporated into this agreement by reference. Only one steward or grievance representative at a time may obtain release time to investigate grievances and a steward or grievance representative can represent himself in investigation and presentation of grievances.

2.35 The CSEA must give official notice to the Employer of the name of each Grievance Representative and of each officer of the North Tonawanda Unit of the

Niagara County Chapter of the Civil Service Employees Association, not later than the fifth (5<sup>th</sup>) working day following his designation. Failure of the CSEA to do so will result in refusal by the Employer to release any grievance representative until notice has been given.

2.36 No CSEA meeting shall be held on Employer's property at any time, except if the Employer consents thereto in writing.

2.37 Neither the Employer or the CSEA shall discriminate against or intimidate any employee because of his membership or non-membership in the CSEA.

2.38 When existing employee bulletin boards, type or location are unsuitable to the Union, the Employer shall provide suitable space where the Union will install, at their expense, a bulletin board in an area where employees covered under this contract assemble.

## **2.4 Official Notice**

2.41 Giving official notice to the Employer means giving notice in writing to the Common Council, by filing with the City Clerk, and to the Mayor in person, or to him by letter or telegram addressed to him at the Municipal Building, North Tonawanda, New York.

2.42 Giving official notice to the CSEA means giving notice in writing to the President and the Vice President of the North Tonawanda Unit of the Niagara County Chapter of the Civil Service Employees Association in person, or by letter or telegram addressed to each of them at their most recent address shown on the Employer's records.

## **2.5 CSEA Membership Dues Deduction**

2.51 Pursuant to the Public Employee's Fair Employment Law (Article 14 of the Civil Service law), the employer shall deduct an equal amount of the CSEA membership dues from each pay period for each employee who has presented to the employer a dues deduction authorization card signed by him, and from agency shop employees, pursuant to 2.6A.1.

2.52 Not later than the fifth working day following the effective date of this Agreement, the CSEA shall give the Employer official notice of the amount of the monthly dues to be deducted. If the amount of monthly dues is thereafter changed, deduction of the new amount shall begin in the first payroll period of the month following the month during which the Employer received official notice

from the CSEA of the new amount, provided that such notice is received not later than ten (10) working days before the end of the month.

2.53 Deductions for an individual employee shall begin in the first payroll period of the month following the month during which the employee's signed dues deduction authorization card was received by the Employer.

2.54 Deductions for an individual employee shall continue to be made until and including the month during which the Employer has received from the employee a written statement signed by him revoking his dues deduction authorization card.

2.55 Not later than the twenty-fifth (25<sup>th</sup>) calendar day of each month, the Employer shall deliver or mail to the treasurer of the CSEA all dues deducted during that month together with a list of the employees for whom deductions were made.

2.56 Upon request by the Employer, the CSEA must return any monies received by it which had been erroneously deducted pursuant to this Section 2.55.

2.57 The Employer shall deduct insurance premiums from the first pay period of the month for each employee who has presented to the employer an insurance deduction card signed by him. Not later than the fifth (5<sup>th</sup>) working day following the effective date of this Agreement, the CSEA shall give to the Employer official notice of the amount of the monthly premiums to be deducted.

If the amount of monthly premiums is thereafter changed, deduction of the new amount shall begin in the first payroll period of the month during which the Employer received official notice from the CSEA of the new amount, provided that such notice is received not later than ten (10) days before the end of the month.

2.58 Deductions for an individual employee shall begin in the first payroll period of the month following the month during which the employee's signed premium deduction authorization card was received by the Employer. Deductions for an individual employee shall continue to be made until and including the month during which the Employer has received from the employee a written statement signed by him revoking his premium deduction authorization card.

2.59 Not later than the twenty-fifth (25<sup>th</sup>) calendar day of each month, the Employer shall deliver or mail to the Treasurer of the CSEA, or its designated agent, all premiums deducted during the month together with a list of the employees for whom deductions were made, provided that the CSEA agrees to hold the City harmless against any claim for mishandling or misuse of such funds by such designated agent

## **2.6A Agency Shop**

2.6A.1 The parties recognize that this is an agency shop agreement, and in accordance with such it is understood that each employee who is a member of the bargaining unit hereinabove defined but is not a member of the union shall be liable to contribute to the said union as representative costs, an amount equivalent to such dues as are from time to time authorized, levied and collected from the general membership of the Association. The City agrees to deduct an amount equal to the normal monthly dues paid by members of the Association from the earnings of each of said employees so covered by this Agreement.

## **2.6 Collective Negotiations**

2.61 Either party may notify in writing by return receipt their desire to modify the agreement at least 180 days prior to the contract expiration.

The parties agree to simultaneously exchange proposals before the first negotiating session.

2.62 After the exchange of proposals required by paragraph 2.61 of this Agreement, either party may modify or withdraw any one or more of its own proposals and may submit counterproposal with respect to the subject matter of the other party's proposals. Such modifications of proposals and such counterproposals must be reduced to writing by the party making them upon request of the other party. No new proposals may be added after the fourth negotiating session without the agreement of the other party.

2.63 The parties shall meet to begin collective negotiations not later than the seventh (7<sup>th</sup>) day following the transmission of the last set of proposals required to be transmitted by paragraph 2.61 of this Agreement. Prior to the close of that meeting and of each subsequent meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesman for each party.

2.64 Each party shall transmit, with the proposals required by paragraph 2.61 of this Agreement the name and address and telephone number(s) of its principal spokesman for collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokesman or his attorney.

2.65 Each provision of a new or modified agreement which has been tentatively agreed to by the negotiating teams of both parties as evidence of such tentative agreement, shall be reduced to writing, dated with the date upon which tentative agreement was reached, and initialed by the principal spokesman of each party. It

is understood that this initialing is indicative of tentative agreement only and indicates the parties have agreed upon this provision provided that agreement on the entire package is achieved. This initialing does not preclude reconsideration of these initialed sections upon the occurrence of an impasse between the parties.

2.66 The Agreement reached by the negotiation teams must be presented to the membership of the CSEA and, if ratified by the membership, must then be presented to the Common Council for ratification by it and such ratification shall constitute an agreement by the Common Council to provide the funds necessary to finance the benefits provided for in such agreement. Upon such ratification by the Common Council, the Agreement shall become binding on the parties and, as evidence thereof, and as soon as practicable thereafter, the Agreement shall be signed by the Mayor and by the appropriate officers of the CSEA.

2.67 The parties may by mutual consent extend any time limits set forth in this Section 2.6, provided any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

2.68 For the purpose of negotiating renewals or extensions of this collective bargaining agreement, the City shall permit a maximum of five (5) employees time off duty, upon reasonable advance notice to the Department Head, for the purpose of attending and participating in the negotiating session.

## **2.7 Miscellaneous**

2.71 Unless this Agreement says otherwise, any act which this Agreement requires to be performed by a department head may be performed by any other employee to whom the department head has delegated authority to perform that act.

## **3. Grievance**

### **3.1 General**

3.11 A Grievance is a claim that a party has violated this Agreement. A written grievance by an employee or the CSEA must be submitted on the form shown in Appendix A. Grievance forms shall be provided by the employer.

3.12 A Grievant is a party or an employee who has a grievance.

3.13 If the Grievant is an employee, he must submit his grievance at Step 1. However, if the grievance is a claim that (i) there is no just cause for a discharge or disciplinary suspension (ii) that the discharge or the disciplinary suspension action taken was too severe, or (iii) both, it may be submitted at Step 3. If the

grievant is the CSEA and its grievance involves all (or substantially all) of the employees, it may submit the grievance at Step 3. If the grievant is the Employer, it may submit the grievance at Step 3.

3.14 No grievance may be submitted with respect to any matter which law mandated by higher authority requires to be handled by some procedure other than the Grievance Procedure provided in this Agreement.

3.15 Each grievance shall be in writing on a form attached hereto as Exhibit A. The grievance shall contain, at the minimum, the following information.

- 1) The identify of the grievant, his job title and department.
- 2) The provisions of this agreement which grievant contends were violated.
- 3) A factual statement outlining the acts constituting the grievance, the date, time and place of the occurrence and the people involved.
- 4) The specific relief requested in amount of overtime hours, out of title pay, or any other relief requested. The relief listed herein is illustrative only and not all inclusive.

The recipient of said grievance shall have the discretion to return any grievance which does not substantially comply with the above requirements.

### **3.2 Grievance Procedure**

3.21 Step 1: If, not later than the seventh (7<sup>th</sup>) working day after the date of the occurrence out of which the grievance arises (unless the time limit has been extended in accordance with paragraph 3.42 of this Agreement), an employee or a Grievance Representative orally or in writing submits a grievance to his immediate supervisor, the supervisor must answer the grievance orally or in writing not later than the seventh (7<sup>th</sup>) working day after its submission. The grievant or the Grievance Representative has seven (7) working days after receipt of supervisor's answer to grievance at Step 1 within which he may appeal the grievance in writing to the head of the employee's department at Step 2.

3.22 Step 2: If the grievant or the Grievance Representative does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied. But if either does appeal before the appeal time expires, then the department head must answer the grievance in writing not later than the seventh (7<sup>th</sup>) working day after the appeal. The CSEA has seven (7) working days after receipt of the department head's answer to the grievance at Step 2 within which it may appeal the grievance in writing to the appropriate committee of the Common Council at Step 3.



**3.23 Step 3:** If the CSEA does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied. But if the CSEA does not appeal before the appeal time expires, then, the appropriate committee of the Common Council and the CSEA must agree, not later than the seventh (7<sup>th</sup>) working day after the appeal, on the date for a Step 3 meeting. If the grievance is one which properly may be submitted at Step 3, then it must be submitted in writing not later than the seventh (7<sup>th</sup>) working day after the date of the occurrence out of which the grievance arises (unless the time limit has been extended in accordance with paragraph 3.42 of this Agreement) and, then, the appropriate committee of the Common Council and the CSEA must agree, not later than the seventh (7<sup>th</sup>) working day after the submission, on the date for a Step 3 meeting. The Step 3 meeting must be held not later than the 15<sup>th</sup> working day after the date on which the grievance is appealed or submitted to Step 3. The Employer (or, if the grievant is the Employer, then the CSEA) shall answer the grievance in writing not later than the tenth (10<sup>th</sup>) working day after the Step 3 meeting. If the grievance does not involve the discipline or discharge of an employee who is protected by Section 75 of the Civil Service Law, the CSEA has ten (10) working days after receipt of the Step 3 answer within which it may submit the grievance to arbitration. If the grievant is the Employer, it has ten (10) working days after the Step 3 answer within which it may submit the grievance to arbitration. If the employer does not answer the Step 3 grievance within ten (10) days of the Step 3 grievance meeting, provided said time limit shall not have been extended pursuant to 3.42, the grievance will be deemed satisfied in the union's favor.

### **3.3 Arbitration**

**3.31** If the Employer or the CSEA does not appeal a grievance (which must be submitted to arbitration pursuant to the provisions of paragraph 3.23 of this Agreement) to arbitration before the submission time expires, the grievance is deemed satisfied.

**3.32** No more than one grievance may be appealed to an arbitrator in the course of a single arbitration proceeding unless the parties expressly agree in writing to the appeal of more than one grievance.

**3.33** To appeal a grievance to arbitration, a party must send a letter to the Federal Mediation and Conciliation Service which:

- 1) requests arbitration of one specifically identified grievance, and
- 2) requests the Service to send to each party a list of ten (10) names of arbitrators.

Each party, not later than the tenth (10<sup>th</sup>) working day after receipt of its copy of the list, must mail its copy to the Service with any names thereon

which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The Service shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the Service determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of ten (10) names and the same procedure will be followed with respect to it. If the Service determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.

3.34 The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, or restrict, the provisions expressed in this Agreement. The authority of the arbitrator does not extend to matters which law mandated by higher authority requires to be resolved by some other body nor to grievances involving the discipline or discharge of employees who are protected by Section 75 of the Civil Service Law.

3.35 The decision of the arbitrator is final and binding on the parties and the employees.

3.36 One-half the fees and expenses of the arbitrator must be paid by each party. All other expenses, including the compensation of witnesses, incident to the arbitration must be paid by the party which incurred them.

### **3.4 Time Limits**

3.41 In all cases of time limits provided in this Article 3, the computation of working days shall exclude Saturdays, Sundays and holidays.

3.42 The time limits set forth in this Article 3 must be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

3.43 In no event may the employer be held liable for back pay for a period of more than ten consecutive working days preceding the filing of a written grievance, provided however that the employer may be held liable for a maximum period of twenty consecutive working days preceding the filing of a written grievance if said grievance deals with the improper denial to pay overtime, or out of title pay on the part of the employer.

### **3.5 Privacy**

3.51 The arbitration proceedings shall be conducted in private and may be attended only by the arbitrator, a stenographic reporter, representatives and counsel of the parties, the grievant or grievants and witnesses.

3.52 No public statement shall be made concerning any matter which is the subject of a grievance or an arbitration by either party, by the representatives of either party, or by any employee provided, however, that when a grievance has been satisfied or when an arbitration award has been made, the parties jointly may issue a written public statement, signed by a representative of each party, containing brief descriptions of the nature of the grievance, the persons involved, and the nature of the satisfaction of the grievance or of the arbitration award.

## **4. Work Interruption**

### **4.1 Prohibition**

4.11 The CSEA, its officers or agents, or the employees, must not call, sponsor advocate, engage in, or assist in any strike, slowdown, work stoppage, or interference with the efficient management of the Employer's operations.

4.12 An employee must not, either singly or in concert with other employees or persons, refuse to perform his duties for the Employer, and if he does so, the CSEA must use its best efforts to require him to perform those duties.

4.13 The Employer, its officers or agents, must not call, sponsor, advocate, engage in, or assist in any lockout of the employees.

### **4.2 Consequences**

4.21 If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraph 4.11 or 4.12 of this Agreement, the CSEA must, at the Employer's request:

- 1) Give the Employer official notice that it has not done or threatened to do any such act that it disavows such act or threat, and
- 2) Instruct the employees concerned in writing to cease doing such act or threatening to do it and give to the Employer a copy of such instructions.

4.22 If the Employer determines after investigation that an employee either singly or in concert with other employees or persons, has done or has threatened to do any act mentioned in paragraphs 4.11 or 4.12 of this Agreement, he may, at

the Employer's sole discretion, be disciplined or discharged therefore subject to law mandated by higher authority. The discipline or discharge action, or the degree thereof, may be taken without regard to any such action which may or may not have been taken with respect to any other employee. Such a disciplinary action or discharge may not be made the subject of a grievance or arbitration.

4.23 The Employer has the option of seeking a remedy for a violation of paragraphs 4.11 or 4.12 of this Agreement, and the CSEA has the option of seeking a remedy for a violation of paragraph 4.13 of this Agreement, either in an arbitration proceeding or in a civil action and resort to the one shall not be a prerequisite for, nor shall it preclude, resort to the other.

4.24 While the CSEA, or its officers or agents, or a group of employees are doing or threatening to do any act mentioned in paragraphs 4.11 or 4.12 of this Agreement, the Employer need not bargain about or discuss with the CSEA any matter which may be in dispute between the Employer and the CSEA or the group of employees concerned. While the Employer, or its officers or agents, are doing any act mentioned in paragraph 4.13 of this Agreement, the CSEA need not bargain about or discuss any matter which may be in dispute between the Employer and the CSEA.

## **5. Employment and Seniority**

### **5.1 Probation**

5.11 An employee is on probation for a period of not less than eight (8) nor more than twenty-six (26) weeks which begins on his latest date of permanent appointment. The probationary term for training positions, in which an appointee is required to serve a specified training term, shall not be less than twelve (12) nor more than fifty-two (52) weeks.

Every interdepartmental promotion or transfer shall be for a probationary term of twelve (12) weeks, unless the specifications of the classification standard to which he is promoted or transferred requires a longer training program.

At any time during such probationary term the employee shall have the right to return to his previous position at his own election.

If the conduct or performance of the probationer is not satisfactory, he shall be restored to his former permanent position at the end of his probationary term.

5.12 If an employee on probation is disciplined or discharged, the Employer is not required to assign a reason therefore and the discipline or discharge cannot be made the subject of a grievance for arbitration.

## **5.2 Acquisition of Seniority**

5.21 "Seniority" means the length of an employee's continuous service within the N.T. C.S.E.A. Local 832 bargaining unit from the latest date of his/her permanent hire to the date he/she loses seniority, including both such dates. An employee while he/she is on probation does not have any seniority, but he/she acquires seniority on the day following his/her last day of probation and his/her seniority date would go back to his date of hire.

5.22 As used in paragraph 5.21, "continuous service" includes only those periods when an employee is on the Employer's active payroll and those periods when the employee is:

- 1) on leave of absence,
- 2) on layoff,
- 3) on active duty with the United States Armed forces or the National Guard,
- 4) absent from, and unable to perform the duties of, his position by reason of a disability resulting from occupational injury or disease, and
- 5) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's "continuous service".

5.23 If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the Common Council or hiring official.

## **5.3 Loss of Seniority**

5.31 Subject to applicable provisions of the Civil Service Law, if any, an employee loses his seniority and is automatically terminated on the day on which any one or more of the following occur:

- 1) He resigns (unless he is reinstated within the period permitted by any provision of the Civil Service Law applicable to him),
- 2) He is discharged,
- 3) He retires,
- 4) He fails to return on the working day following the day his leave of absence or excused absence expires, unless prevented by conditions beyond his control,
- 5) He is absent for the second consecutive working day unless (i) his absence on both days is excused, or (ii) during the two consecutive working days, he has called in, or, if that is not reasonably practicable, he has had

someone call in for him, unless prevented by an emergency.

- 6) He has failed, for two consecutive working days after a notice of recall has been sent to him, to notify the Employer that he intends to return to work.
- 7) He has failed to return to work within five (5) consecutive working days after a notice of recall has been sent to him,
- 8) He refuses a recall,
- 9) He has been on layoff for a continuous period in excess of two years, or in the case of employees protected by Section 81 of the Civil Service law, for a continuous period in excess of that permitted for certification from a preferred list by Section 81 of the Civil Service Law.
- 10) He has engaged in gainful employment during an excused absence, sick leave, or leave of absence (unless the leave was granted for that purpose), or
- 11) He has been absent from, and unable to perform the duties of, his position for a continuous period of not less than one year by reason of a disability other than a disability resulting from occupational injury or disease.

5.32 If an employee is rehired or re-appointed after he has lost his seniority, he must be treated in all respects as a new hire or appointee, except with respect to decision based on his skill, ability and experience. Seniority may be reacquired if employee is rehired or appointed within one (1) year of the day on which he leaves the City's employ.

#### **5.4 Adjustments Force**

5.41 Reductions in the number of positions in any competitive class classification and increases in the number of positions in any such classification, while there are employees who have been demoted (other than for cause) or laid off from that classification, shall be made in accordance with the applicable provisions of the Civil Service law.

An employee in the competitive class may displace an employee in the non-competitive or labor class, provided:

- a) the more senior employee has exhausted all his options regarding the displacement of competitive class employees under the Civil Service Law,
- b) the more senior employee seeking to displace the less senior employee once held the position of the less senior employee, and

- c) the more senior employee remains qualified to perform the duties of the less senior employee in the non-competitive or labor class, and
- d) provided, these rights shall not be abused by either party.

5.42 If there is going to be a reduction in the classification (other than a competitive class classification), employees in that classification who are on probation must be laid off first and then the other employees in the classification must be surplusd from the reduced classification in the reverse order of their seniority providing the remaining employees are qualified to perform the available work. An employee who has been surplusd from one such classification may displace the least senior employee in any equal or lower-rated classification (other than a competitive class classification) if:

- 1) the surplusd employee has more seniority than the least senior employee in the equal or lower-rated classification, and
- 2) the surplusd employee has the skill, ability and experience to perform the work of the equal or lower-rated classification.

The employee who is so displaced may then exercise the displacement right set forth in this paragraph with respect to any lower-rated classification (other than a competitive class classification). An employee, who is surplusd or displaced from a classification and who does not meet the qualifications set forth above so as to permit him to displace an employee in a lower-rated classification, must be laid off from the work force. An employee, who is surplusd or displaced and who does meet those qualifications but who does not exercise his displacement right, must be terminated.

5.43 If the number of employees working in a classification (other than a competitive class classification) is to be increased while there are employees on layoff from that classification and the available positions are not filled by promotion pursuant to Section 6.1 of this Agreement, the Employer must recall, in order of their seniority, employees who are on layoff from that classification.

5.44 A notice of recall must be sent to an employee on layoff by registered or certified mail or by telegram addressed to him at his most recent address on the Employer's records. It is the responsibility of the employee to advise the Employer in writing of all changes in his address.

5.45 The Employer must not contract out work normally performed by employees in the negotiating unit if to do so would result in the elimination of any position in the negotiating unit.

5.46 City reserves the right to assign work across department lines, regardless of bargaining unit representation, provided the requirements of 6.23 and 6.24 are not violated and all employees are employed by City.

5.47 If the City work force, regardless of department, is unable to handle an unforeseen increase in its work load due to an emergency or other extraordinary circumstances, the City reserves the right to take appropriate steps to accomplish said work.

## **5.5 Discharge and Discipline**

5.51 If there is just cause, the Employer may discharge or discipline an employee, subject to laws mandated by higher authority.

5.52 If an employee is discharged or suspended while he is working, he must be given an opportunity, if he requests it, to consult with the Grievance Representative of his department or chief Steward, before he is required to leave the Employer's premises, unless his continued presence is likely to result in injury to himself, to others or to property. If the employee is the Grievance Representative in that Department he can represent himself and only one Grievance Representative or Chief Steward at a time will be allowed release time without loss of pay to investigate grievances.

5.53 A written notice of each discharge and disciplinary action (other than a verbal warning) containing a brief statement of the reasons therefore, must be given to the employee concerned at the time he is informed of the penalty imposed pursuant to such disciplinary action, if practicable but in any case not later than the fifth (5<sup>th</sup>) working day following the day on which the employee is notified of the penalty imposed. The employee must acknowledge receipt of the notice by signing the Employer's copy thereof, and if employee refuses to sign Employer shall note such refusal on his copy and on Grievance Representative's copy. A copy of each notice shall be given to the Grievance Representative of the employee's department as soon as possible, but in no event later than the fifth (5<sup>th</sup>) day after the employee is given notice. For purposes of Section 3.23 of this Agreement, the day on which such notice is given shall be considered to be "the date of occurrence out of which the grievance arises".

5.54 Each of the following shall constitute just cause for disciplinary action by the employer against an employee:

- a) Fraud in securing employment
- b) Incompetence
- c) Inefficiency
- d) Neglect of duty



- e) Insubordination
- f) Dishonesty
- g) Drunkenness on duty
- h) Unlawful use of drugs or narcotics on duty
- i) Absence without official permission
- j) Discourteous treatment of the public or other employees of City officials
- k) Immorality on the job
- l) Flagrant misuse of employer's property
- m) Willful disobedience
- n) Any other failure of good behavior or conduct which may be incompatible with public service.

This list is illustrative only and is not all inclusive.

## **6.Promotions and Assignments**

### **6.1 Promotions**

**6.11** Whenever a job opening occurs other than a temporary opening defined below, in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening shall be posted on every CSEA bulletin board stating the job classification, rate of pay, nature of the job requirements in order to qualify. The form attached to this contract as Appendix J shall be used for posting positions. The posting of such notices in the proper places and for the proper time limits shall be the responsibility of the union, provided that such notices are delivered to the union no later than two days prior to the posting time indicated thereon. Such posting shall be for a period of five (5) work days prior to the final date for submitting applications. Such posting period shall be listed on such posted notice. Appendix J is hereby incorporated into this section and into this Agreement. The job openings for permanent vacancies shall be filled from among applicants, employees who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selecting from among those qualified, the employee with the greatest seniority, first within the department, second within the North Tonawanda CSEA Local 832 bargaining unit and third within all other city employees.

Notwithstanding the above, for clerical employees, the job openings for permanent vacancies shall be filled from among applicants, employees who meet the standards of the job requirement, except that if there is more than one (1) employee who is qualified for the job, then such positions shall be filled by selecting from among those qualified, the employee with the greatest seniority, first within the North Tonawanda CSEA Local 832 bargaining unit and second within all other city employees.

6.12 A temporary vacancy is hereby defined as a vacancy which occurs in a permanent job as a direct result of a temporary absence of an employee due to illness, injury, vacation, leave of absence, personal leave, compensation leave, jury duty, bereavement, etc., and considered to be of sixty (60) days duration, or less, at the end of which period it is believed the employee will return and assume his regular duties. Prolonged illnesses for more than sixty (60) days will, after consultation with the union, be determined as to whether the vacancy shall be posted.

## **6.2 Assignments**

6.21 Except for promotions as provided in Section 6.1 of this Agreement, all other assignments shall be at the discretion of the department head. If an employee is transferred by the department head from one assignment to another, he shall furnish to the employee a written statement of the specific reason or reasons for the transfer if the employee requests in writing that such a statement be furnished. Both the request and a copy of the statement shall be placed in the employee's personnel file.

6.22 An employee who is temporarily assigned to perform the duties of a higher rated classification than his own, for a period of one or more days, shall be paid for all time assigned to the higher rated classification at the lowest salary step in that classification which will result in the employee's receiving higher compensation than that which he is then currently receiving in his regular classification plus an incremental step in that same higher classification.

Out of title assignments shall be made on the basis of the most senior qualified employees on the shift where the vacancy occurs.

6.23 The employer reserves the right to assign employees to work throughout the City's work force, regardless of departmental lines, provided that the employee is qualified to perform such work and is employed pursuant to his Civil Service job specifications and duty statement.

6.24 The City reserves the right to assign specific tasks and functions of municipal governments to any of its departments, regardless of bargaining unit, provided that the employees involved are qualified to perform same are employed pursuant to their Civil Service job specifications and duty statements.

**7. Compensation**  
**7.1 Salaried Employees**

Effective on the date shown below, the schedule of annual salaries shall be as shown below:

**JANUARY 1, 2003**

GROUP	MINIMUM	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I	19,483	20,401	21,320	22,237	23,155	24,074
II	22,436	23,312	24,193	25,058	25,937	26,917
III	23,331	24,242	25,165	26,069	26,982	27,913
IV	24,149	25,121	26,095	27,055	28,034	29,003
V	25,121	26,147	27,187	28,211	29,392	30,273
VI	27,294	28,485	29,673	30,791	32,036	33,557
VII	28,466	29,878	31,152	32,400	33,799	35,329
VIII	28,771	31,100	33,424	35,741	38,068	40,386
IX	29,939	31,278	32,622	34,133	35,671	37,225
X	31,300	32,719	34,341	35,972	37,598	39,297
XI	32,780	34,496	36,219	37,936	39,658	41,384
XII	34,643	36,512	38,358	40,217	42,071	43,973
XIII	36,666	38,651	40,647	42,624	44,614	46,613
XIV	38,890	41,026	43,140	45,264	47,386	49,361
XV	40,882	42,735	44,662	46,683	48,795	50,998
XVI	42,893	44,924	46,951	49,073	51,294	53,607
XVII	45,174	46,778	49,355	51,584	53,915	56,352
XVIII	47,489	49,638	51,884	54,378	56,678	59,238
XIX	49,918	52,176	54,534	56,999	59,578	62,273

Effective on the date shown below, the schedule of annual salaries shall be as shown below:

January 1, 2004

GROUP	MINIMUM	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I	20067	21013	21960	22904	23845	24796
II	23109	24011	24919	25810	26712	27725
III	24031	24969	25920	26851	27791	28750
IV	24873	25875	26878	27867	28875	29873
V	25875	26931	28003	29057	30263	31181
VI	28113	29340	30563	31715	32997	34564
VII	29320	30774	32087	33372	34813	36389
VIII	29634	32033	34427	36813	39210	41598
IX	30837	32216	33601	35157	36741	38342
X	32239	33701	35371	37051	38726	40476
XI	33763	35531	37306	39074	40848	42626
XII	35682	37607	39509	41424	4333	45292
XIII	37766	39811	41866	43903	45952	48011
XIV	40057	42257	44434	46622	48808	50842
XV	42108	44017	46002	48083	50259	52528
XVI	44266	46272	48360	50545	52833	55215
XVII	46529	48181	50836	53132	55532	58043
XVIII	48914	51127	53441	56009	58378	61015
XIX	51416	53741	56170	58709	61365	64141

The above schedule represents a salary increase of three (3%) per cent for the period beginning January 1, 2004 up to and including December 31, 2004.

Effective on the date shown below, the schedule of annual salaries shall be as shown below:

January 1, 2005

GROUP	MINIMUM	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I	20669	21643	22619	23591	24566	25540
II	23802	24731	25667	26584	27513	28557
III	24752	25718	26698	27657	28625	29613
IV	25619	26651	27684	28703	29741	30769
V	26651	27739	28843	29929	31171	32116
VI	28956	30220	31480	32666	33987	35601
VII	30200	31697	33050	34373	35857	37481
VIII	30523	32994	35460	37917	40386	42846
IX	31762	33182	34609	36212	37843	39492
X	33206	34712	36432	38163	39888	41690
XI	34776	36597	38425	40246	42073	43905
XII	36752	38735	40694	42667	44633	46651
XIII	38899	41005	43122	45220	47331	49451
XIV	41259	43525	45767	48021	50272	52367
XV	43371	45338	47382	49525	51767	54104
XVI	45594	47660	49811	52061	54418	56871
XVII	47925	49626	52361	54726	57198	59784
XVIII	50381	52661	55044	57689	60129	62845
XIX	52958	55353	57855	60470	63206	66065

The above schedule represents a salary increase of three (3%) per cent for the period beginning January 1, 2005 up to and including December 31, 2005.

Effective on the date shown below, the schedule of annual salaries shall be as shown below:

January 1, 2006

GROUP	MINIMUM	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I	21289	22292	23298	24299	25303	26306
II	24516	25473	26437	27382	28338	29414
III	25495	26490	27499	28487	29484	30501
IV	26388	27451	28515	29564	30633	31692
V	27451	28571	29708	30827	32106	33079
VI	29825	31127	32424	33646	35007	36669
VII	31106	32648	34042	35404	36933	38605
VIII	31439	33984	36524	39055	41598	44131
IX	31715	34177	35647	37298	38978	40677
X	34202	35753	37525	39308	41085	42941
XI	35819	37695	39578	41453	43335	45222
XII	37855	39897	41915	43947	45972	48051
XIII	40066	42235	44416	46577	48751	50935
XIV	42497	44831	47140	49462	51780	53938
XV	44672	46698	48803	51011	53320	55727
XVI	46962	49090	51305	53623	56051	58577
XVII	49363	51115	53932	56368	58914	61578
XVIII	51892	54241	56695	59420	61933	64730
XIX	54547	57014	59591	62284	65102	68047

The above schedule represents a salary increase of three (3%) per cent for the period beginning January 1, 2006 up to and including December 31, 2006.

7.12 The respective "Job Groups" specified in paragraph 7.11 of this Agreement include only the employees in the classification listed below opposite each such Job Group:

<b>JOB GROUP</b>	<b>CLASSIFICATION</b>
I	Clerk
II	Clerk Typist Data Entry Operator Typist
III	Account Clerk Account Clerk Typist Assessor Information Clerk Stenographer
IV	Dispatcher Fire Clerk Senior Clerk Typist Senior Typist
V	Account Clerk Stenographer Golf Course Supervisor Senior Account Clerk Senior Account Clerk Typist Swimming Pool Director Theater Director
VI	Registrar of Vital Statistics
VII	Assistant City Clerk Code Enforcement Officer Legal Stenographer
VIII	
IX	Engineering Technician Senior Citizens Coordinator Senior Stenographer Therapeutic Recreation Supervisor Youth Center Supervisor
X	Laboratory Technician Painter Helper Water Treatment Plant Mechanic

<b>JOB GROUP</b>	<b>CLASSIFICATION</b>
<b>XI</b>	Assistant Building Inspector
	Assistant Building Maintenance Supervisor
	Building Maintenance Worker
	Crew Leader – Building Maintenance
	Construction Inspector
	Painter
	Process Technician
	Pump Station Operator
	Real Property Appraisal Technician
	Wastewater Treatment Plant Mechanic
	Youth Bureau Coordinator
<b>XII</b>	Automotive Mechanic
	Assistant Water Maintenance Supervisor
	Building Maintenance Supervisor
	Electronic Technician
	Fire Equipment Mechanic
	General Repairman II
	Greenskeeper
	Parks Maintenance Supervisor
	Recreation Maintenance Supervisor
	Recreation Supervisor
	Senior Engineering Technician
	Senior Laboratory Technician Wastewater Treatment Plant
	Senior Wastewater Treatment Plant Mechanic
	Sign Maintenance Supervisor
	Water Treatment Plant Operator
<b>XIII</b>	Draftsman
	General Repairman
	Radio Technician
	Real Property Appraiser
	Senior Pumping Station Operator
	Senior Water Treatment Plant Operator
	Wastewater Treatment Plant Operator
<b>XIV</b>	Civil Engineer
	Electrician
	Senior Radio Technician
	Signal Maintenance Worker
	Staff Accountant
	Traffic Maintenance Technician



<b>Job Group</b>	<b>CLASSIFICATION</b>
<b>XV</b>	Chief Pump Station Operator
	Chief Water Treatment Plant Operator
	Sanitary Chemist
	Senior Wastewater Treatment Operator
	Signal Maintenance Supervisor
	Traffic Maintenance Supervisor
	Wastewater Treatment Plant Maintenance Supervisor
	Water Distribution Maintenance Supervisor
<b>XVI</b>	Assistant Civil Engineer
	Wastewater Treatment Plant Instrument Technician
<b>XVII</b>	Chief Wastewater Treatment Plant Operator
<b>XVIII</b>	
<b>XIX</b>	

7.13 Notwithstanding the provisions of 7.12, 7.14, 7.15 and 7.16, this Agreement also includes employees in the classifications of Water Plant Operator Trainee, Waste Water Treatment Plant Operator Trainee who shall receive as annual salaries indicated in 7.11 for their respective Operator positions.

Provided further, however, that any current employee covered by the terms of this contract who in so accepting an appointment as Water and Waste Water Treatment Plant Operator Trainees would result in a decrease of salary for him, will be held at his salary level in the higher salaried position until such time as promotion to the Operator position of application of 7.16 will result in a higher annual salary, at which time such salary shall apply.

It is further stipulated as a part of this statement that current employees hired from previous Water and Waste Water Treatment Plant Operator Trainee's lists shall not be adversely affected by an future appointments made hereto.

7.14 An employee appointed hereafter to a classification set forth in paragraph 7.12 of this Agreement shall be placed at Step 1 of the applicable salary schedule, set forth in paragraph 7.11 of this Agreement, and shall thereafter advance in accordance with the provisions of paragraph 7.15 of this Agreement.

7.15 An employee promoted hereafter to a classification in a higher rated job group set forth in paragraph of 7.12 of this Agreement shall be placed at the lowest step of the higher rated Job Group which results in an increase for him and shall thereafter advance in accordance with paragraph 7.15 of this Agreement.

7.16 Any present employee in a classification set forth in paragraph 7.12 of this Agreement who is not at the highest step of the applicable salary schedule set forth in paragraph 7.11 of this Agreement, shall advance each year to the next step on his anniversary date of employment with the City. Any new employee appointed hereafter in a classification set forth in paragraph 7.12 of this Agreement, and any employee promoted hereafter to a classification in a higher rated Job Group set forth in paragraph 7.12 of this Agreement, shall advance each year to the next higher step on the first day of his anniversary date of hire or promotion.

## 7.2 Hourly Employees

7.21 Effective on the dates shown below, the schedule of hourly rates shall be as shown below:

### January 1, 2003 - December 31, 2003

Group	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6
H-1	12.45	12.98	13.52	13.95	14.40	14.89
H-2	12.98	13.52	14.03	14.51	15.12	15.67
H-3	13.54	14.07	14.74	15.18	15.82	16.41
H-4	14.10	14.81	15.45	16.07	16.76	17.45
H-5	15.50	16.22	17.02	17.74	18.60	19.31

### January 1, 2004 - December 31, 2004

Group	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6
H-1	12.82	13.37	13.93	14.37	14.83	15.34
H-2	13.37	13.93	14.45	14.95	15.57	16.14
H-3	13.95	14.49	15.18	15.64	16.29	16.90
H-4	14.52	15.25	15.91	16.55	17.26	17.97
H-5	15.97	16.71	17.53	18.27	19.16	19.89

### January 1, 2005 - December 31, 2005

Group	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6
H-1	13.20	13.77	14.35	14.80	15.27	15.80
H-2	13.77	14.35	14.88	15.40	16.04	16.62
H-3	14.37	14.92	15.64	16.11	16.78	17.41
H-4	14.96	15.71	16.39	17.05	17.78	18.51
H-5	16.45	17.21	18.06	18.82	19.73	20.49

### January 1, 2006 - December 31, 2006

Group	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6
H-1	13.60	14.18	14.78	15.24	15.73	16.27
H-2	14.18	14.78	15.33	15.86	16.52	17.12
H-3	14.80	15.37	16.11	16.59	17.28	17.93
H-4	15.41	16.18	16.88	17.56	18.31	19.07
H-5	16.94	17.73	18.60	19.38	20.32	21.10

7.22 The respective "Job Groups" specified in paragraph 7.21 of this Agreement, include only the employees in the classification listed below opposite each such group.

<b>JOB GROUP</b>	<b>CLASSIFICATION</b>
H-1	Cleaner
H-2	
H-3	Laborer
H-4	Building Maintenance Worker
	Groundskeeper
	Plant Attendant
	Radio Maintenance Worker
	Sign Painter
	Van Driver
	Water Maintenance Worker
H-5	Building Maintenance Mechanic
	Carpenter
	Crew Leader (Recreation)
	Golf Equipment Mechanic
	Greenhouse Supervisor
	Park Equipment Mechanic
	Senior Water Maintenance Worker
	Storekeeper
	Traffic Maintenance Worker
	Water Equipment Mechanic
	Water Meter Maintenance Worker

7.23 An employee hired hereafter in a classification set forth in paragraph 7.22 of this Agreement shall be placed at Step 1 of the applicable salary schedule set forth in paragraph 7.21 of this Agreement, and shall thereafter advance in accordance with the provisions of paragraph 7.25 of this Agreement.

7.24 An employee promoted hereafter to a classification in a higher-rated Job Group set forth in paragraph 7.22 of this Agreement shall be placed at the lowest step on the higher rated Job Group which results in an increase for him and shall thereafter advance in accordance with the provisions of paragraph 7.25 of this Agreement.

7.25 Any present employee in a classification set forth in paragraph 7.22 of the Agreement, who is not at the highest step of the applicable salary schedule set forth in paragraph 7.21 of this Agreement, shall advance each year to the next step on his anniversary date of employment with the City. Any new employee appointed hereafter in a classification set forth in paragraph 7.22 of this Agreement and any employee promoted hereafter to a classification in a higher rated job group set forth in paragraph 7.22 of this Agreement, shall advance each year to the next higher step on the first day of his anniversary date of hire or promotion.

7.26 An employee in the Water Department with the classification of Laborer after one full year of service with the department shall be upgraded to the classification of Water Maintenance man, Job Group H-4 in accordance with Section 7.15. An employee in the Recreation or Parks Department with the classification of laborer after one full year of service with the department shall be upgraded to Job Group H-4 in accordance with Section 7.15 and shall be given the classification of Groundskeeper after two full years of service with the department in accordance with North Tonawanda Civil Service regulation.

7.27 The third full pay period of each year, all hourly and salaried employees shall be paid their end of year adjustments from the previous year.

## **8. Holidays**

### **8.1 Holidays Declared**

8.11 Each of the days listed below is declared to be a holiday:

- (a) New Year's Day
- (b) President's Day
- (c) Good Friday
- (d) \*Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) \*Columbus Day
- (h) Veteran's Day
- (i) Thanksgiving Day
- (j) Day after Thanksgiving Day
- (k) Christmas Day
- (l) Employee's Birthday

\*Federally designated Monday is the celebration date. Veteran's Day to be celebrated as a holiday on November 11.

Employee's birthday holiday to be taken on the day, or if operational needs do not permit, in the week in which it falls. If the holiday cannot be taken within this time frame, provisions of Section 8.23 shall apply.

In addition to the above mentioned holidays granted by the Employer, all the employees shall be entitled to any additional holiday that may be declared by the City Council or the administration.

8.12 Each of the days listed below is declared to be a half holiday:

- (a) Day before Christmas (December 24)
- (b) Day before New Year's Day

8.13 Any other day may be declared to be a holiday or half holiday by the Mayor with the approval of the Common Council.

8.14 Holidays shall be observed on the days on which they fall, provided that when one of these holidays falls on a Sunday, the Monday following shall be observed as the holiday, and when such holiday falls on a Saturday, the preceding Friday shall be so observed. However, employees who work on a three (3) shift system on a seven (7) day, around the clock basis, shall observe the holidays on the day they fall.

## **8.2 Holiday Compensation**

8.21 Insofar as the reasonable needs of an employee's department, as determined by his department head, including the need to pay overtime to cover said shift, may permit, an employee shall be granted a day or half day off without loss of pay on a holiday or half holiday, as the case may be.

8.22 An employee who is required to work or who is on his normal day off on a holiday shall receive a compensatory day off credit or half credit respectively for each such holiday or half holiday. An employee may receive a compensatory day off for each full credit he has accumulated. An employee must apply in writing to his department for such a day off on the form provided in Appendix "B" not less than two (2) working days prior to the requested day off. If the needs of the employee's department, as determined by the department head, permit, the day off will be granted. If the requests of less than all of those employees who requested the same day off can be so granted the following rules will apply:

- 1) the needs of the department, including the need for the particular skills of the employees seeking the day off, shall be given primary considerations.

- 2) thereafter, the employee who first requested the day off shall be granted the day off and, if two or more employees' requests were submitted on the same day, the more senior employee will be granted the day off.

8.21 On the first pay day in December of each year, employees shall be paid one day's pay or one half day's pay, as the case may be, for each compensatory day off credit or half credit which he has accumulated since the first pay day in December of the preceding calendar year, less any compensatory days off which the employee has received during that period.

8.22 If an employee is absent on:

(1) either his last scheduled work day before or his first scheduled work day after a holiday on which the employee was not required to work (or a compensatory day off granted in lieu of a holiday, or

(2) on a holiday when he was scheduled to work, the employee's absence on any such day shall be charged as a compensatory day off, within the meaning of paragraph 8.22 of this Agreement, unless his absence was excused in advance by his department head or was part of his vacation or a paid leave of absence.

## **9. Vacations**

### **9.1 Definitions**

9.11 "Vacation year" means the calendar year.

### **9.2 Vacation Allowed**

9.21 An employee is entitled to the amount of vacation with pay listed below opposite his number of continuous years of service with the employer shown below:

<b>YEARS OF SERVICE</b>	<b>AMOUNT OF VACATION</b>
1 year but less than 5 years	11 working days
5 years but less than 10 years	15 working days
10 years but less than 15 years	20 working days
15 years and over	25 working days

If an employee will be entitled to an increased amount of vacation during the vacation year because he will complete more years of service, he may not take such increased amount of vacation until he has actually completed the required years of service. For each calendar week that an employee is on vacation, he shall

be charged only with the number of working days for which he would normally be scheduled during that week.

9.22 Vacations may not be accumulated from year to year except in the following limited circumstance that preclude an employee from scheduling an using his vacation credits in the usual manner.

a) Sick leave of an employee on an extended basis.

b) Absence due to a Worker's Compensation injury.

If an employee was unable to take and use his vacation due to the circumstances described in either (a) or (b) after 180 days of such leave, or elects not to return to work, he will be paid the full amount of vacation pay still owing to him.

9.23 If an employee dies, resigns, or retires before he has received all the vacation pay to which he is entitled during the vacation year in which he dies, resigns, or retires he shall at the time of his separation from employment, or not later than the first pay day thereafter, be paid the amount of vacation pay still owing to him. An employee who is terminated for cause that has such termination upheld after going through the disciplinary procedure, shall not be eligible for the payment of any unused vacation time.

9.24 If an employee is laid off before he has received all of the vacation pay to which he is entitled during the vacation year in which he starts on layoff, at his request he may be paid the amount of vacation pay still owing to him at the time he is laid off or not later than the first payday thereafter.

9.25 Employees serving in a provisional capacity shall be eligible for vacation according to the schedule in Section 9.21.

### **9.3 Vacation Schedules**

9.31 Not later than December 1, of each year, each department head shall post a list showing the amount of vacation to which each employee is entitled as of January 1 of the following year. The department head shall also post a blank vacation calendar for the succeeding vacation year. Not later than January 1 each employee shall indicate on the vacation calendar for his department the period or periods during which he desires to take his vacation. An employee must select one or more vacation periods of not less than one calendar week each. Failure by the employee to request vacation time by January 1<sup>st</sup> of each calendar year will forfeit selection by seniority for that employee for that year.

9.32 Insofar as the needs of the employee's department, as determined by the



department head, permit, an employee may select the vacation period or periods he most prefers. If two or more employees indicate on the vacation calendar that they desire the same vacation period, and the needs of the department, as determined by the department head, do not permit all of them to be on vacation at the same time, the preference shall be given to the more senior employee.

9.33 Not later than March 1, each department head shall post the vacation schedule for his department for the succeeding vacation year. In preparing the vacation schedule, the department head must observe the requirements of paragraphs 9.31 and 9.32 of this Agreement.

9.34 After the vacation schedule has been posted, any employee may change his vacation to a different period if he meets the following requirements:

- 1) his department head consents to the change,
- 2) either the new vacation period is open or the employee who is scheduled for that vacation period consents to the change, and
- 3) the employee has given at least ten (10) working days notice to his department head that he desires to change his vacation period.

9.35 After the vacation schedule has been posted, the department head may cancel an employee's scheduled vacation, if the needs of the department are of such urgent nature as to require such a cancellation or change. The department head may not cancel a scheduled vacation upon proof of vacation reservations by employee. However, the employer may cancel only in a demonstrable emergency.

The department head shall give the affected employees as much notice as is practicable of such a cancellation or change. If the department head elects to change an employee's vacation period pursuant this paragraph, the employee shall have the option of:

- (1) selecting a new vacation period pursuant to paragraph 9.34 of this Agreement, or
- (2) if such affected employee cannot reschedule his vacation within the yearly period, he may schedule and use his vacation credits within a ninety (90) day period from the beginning of the new year, or
- (3) the employee may elect to be paid for all unused vacation credits on the first pay day in December in the year that such credits were to be used.

9.35 The vacation allowance stated above may be used in units of one day only

with the permission of any individual department head inasmuch as it does not interfere with the normal operations of the department.

## **10. Sick Leave**

### **10.1 Purpose of Sick Leave**

10.11.1 The purpose of sick leave with pay is to afford an employee a degree of protection against the loss of pay which he would otherwise incur because of absence from his position by reason of an injury or illness other than an occupational injury or disease. Sick leave with pay is not to be granted for any other purpose. Interpretations of the provisions of this Article 10 must be consistent with the principles expressed in this paragraph. Sick leave can be used for an occupational illness or disease if the duration of same is less than seven (7) days, after which this injury, illness or disease becomes a compensable leave pursuant to the Worker's Compensation Law.

### **10.2 Sick Leave Credits**

10.21.1 For each month of service for the Employer, an employee hired prior to August 1, 1986 shall be credited with one and one half (1 1/2) days of sick leave credit. An employee hired on or after August 1, 1986 shall be credited with one (1) day of sick leave credit. For purposes of this paragraph, a "month of service" is a month in which an employee has been on the Employer's active payroll for at least one full pay period. "Active payroll" does not include sick leave of more than ten (10) consecutive sick days in a month.

10.22 Sick Leave credits may be accumulated up to a maximum of 180 days. Such accumulation shall include sick leave credits accumulated by an employee prior to the effective date of this Agreement. Any days accumulated by an employee in excess of 180 days will be added to the Sick Leave Bank, Article 10.5 of this Agreement.

### **10.3 Qualifications for Sick Leave**

10.31 To be granted sick leave with pay, an employee must meet each of the qualifications set forth in this Section 10.3.

10.32 An employee must apply for sick leave pay on the "Sick Leave Application" form set forth in Appendix "C" of this Agreement for each period of sick leave of one day. An additional sick leave application shall be required for each period of absence exceeding an initial absence of five (5) days. All information required by this form must be accurately supplied by the employee.

If, by reason, of his illness or injury, an employee is unable to submit the form, it may be submitted by:

- 1) the employee's spouse, parent, or an adult resident in the employee's home, or
- 2) an officer or employee of the Employer (designated by the Employer for this purpose) based on information supplied by the employee's attending physician.

10.33 An employee must have accumulated sick leave credits which equal or exceed the number of days for which sick leave pay has been requested, except as provided through use of the sick leave days granted the employee from the sick leave bank.

10.34 An employee must have given notice of his because of sickness to his immediate supervisor (or a superior of his immediate supervisor) prior to the employee's regular starting time on the first day of absence for which sick leave pay is requested, or the employee must have had someone give such notice for him if it is not reasonably practicable for him to give such notice, provided, however, that the foregoing notice requirement shall be waived if an emergency prevents the giving of notice.

10.35 An employee must have furnished a medical certificate:

- 1) for an absence which exceeds five (5) consecutive working days,
- 2) for an absence of one (1) or more days up to five (5) days, if employee's immediate supervisor or department head believes an abuse of the basic purpose of sick leave, as set down in Section 10.11 has taken or is taking place. This requirement not to be used on a discriminatory basis.

In cases of absence which exceed two consecutive weeks, an employee must furnish an additional certificate each two week period (or portion thereof) beyond the first two weeks.

10.36 To meet the requirements of paragraph 10.35, a medical certificate must:

- 1) be signed by a person licensed to practice medicine in New York State,
- 2) describe briefly the nature of the illness or injury which resulted in the employee's absence,

- 3) state the date or dates on which the person signing the certificate treated the employee for the illness or injury which resulted in the employee's absence, and
- 4) state at what time the employee will be fit to resume the duties of his position.

A form for use as a medical certificate is attached hereto and incorporated herein by reference as Appendix "D".

10.37 An employee serving in a provisional capacity in any position within the bargaining unit may earn sick leave credits in accordance with paragraph 10.21 of this Agreement and will be granted sick leave with pay for any such credits earned after the eighth (8<sup>th</sup>) week of his provisional appointment.

10.38 Sick leave credits shall be used only in units of one (1) or one-half (1/2) days off. The smallest permissible unit of use shall be one-half (1/2) of a day.

#### **10.4 Disqualification for Sick Leave**

10.41.1 Repeated absence because of non-occupational illness or injury which seriously affects the efficient performance of the duties assigned to the employee's position may result in the following:

- 1) discipline or discharge of the employee, subject to applicable provisions of the Civil Service law, if any.

10.42 If an employee engages in gainful employment while on sick leave he:

- 1) shall be disqualified for sick leave regardless of the number of sick leave days credited to him, and
- 2) he may be discharged or disciplined, subject to applicable provisions of the Civil Service Law, if any.

10.43 If an employee falsifies his "Sick Leave Application" form, or if he furnishes, causes to be furnished, or acquiesces in the furnishing of false information for his "Sick Leave Application" form or a medical certificate, he:

- 1) shall be disqualified for sick leave regardless of the number of sick leave days credited to him, and
- 2) he may be discharged or disciplined, subject to applicable provisions of the Civil Service Law, if any.

10.44 An employee serving in a probationary capacity in any position within the bargaining unit may earn sick leave credits in accordance with paragraph 10.21 of this Agreement and will be entitled to sick leave with pay for any such credits earned after completion of eight (8) weeks of employment.

### **10.5 Sick Leave Bank**

10.51 The purpose of the sick leave bank (hereinafter referred to as bank) is to provide a qualified employee with additional protection against loss of pay which the qualified employee would otherwise incur because of absence from his position by reasons of extended injury or extended illness other than an occupational injury or disease.

It is not the purpose of the sick leave bank to allow employees to extend their period of employment immediately prior to their eminent retirement. In evaluating an employee's application consideration will be given as to whether or not there is a likelihood of the employee retiring within the immediate future and this will be among the factors to be considered in accepting or rejecting an employee's application.

10.52 Upon completion of his initial probationary period of employment, each employee shall be an employee participating in the sick leave bank program.

A qualified employee, is an employee who is a member of the bargaining unit and who has met the following requirements:

- 1) has been ill or injured, other than by reason of an occupational illness, injury or disease, for at least five (5) working days after the requirement of "2" has been met, however funding shall begin upon exhaustion of days listed in paragraph 2, and
- 2) has exhausted all accumulated sick leave time, personal leave, accrued holidays, and vacation time as of the date of the application, and
- 3) has furnished a medical certificate evidencing his injury or illness for which application is being made, pursuant to paragraphs 10.35 and 10.36, and conforming with Appendix "D".

10.53 The bank will be funded initially with each participating employee contributing one day of his accumulated sick leave to the sick leave bank, and the City contributing thereto two days for each one day contributed by each participating employee of the bargaining unit.

Subsequent to this initial funding, as an employee of the bargaining unit becomes a participant in the sick leave bank program pursuant to paragraph 10.52 hereof, the City will contribute one (1) day to the sick leave bank for each one (1) day contributed thereto by each participating employee of the bargaining unit.

Should the bank's level of sick days ever be reduced to fifty-one (51) days or less, refunding of the bank will take place as follows:

Written notice will be posted that refunding is called for and shall take place. Each participating employee will contribute one day of accumulated sick leave to the said bank by executing a document stating his intention to do so. The City will contribute one day to the sick leave bank for each one day contributed thereto by each participating employee of the bargaining unit.

10.54 Use of the bank shall be determined by an administrative committee after application has been made by a qualified employee. Applications shall be made on the attached form (Appendix E) which is hereby incorporated into this Agreement. Use of the bank may be by more than one qualified employee at any given time. Each qualified employee is limited to a maximum of 150 sick leave days from the bank on each incident involving illness or injury as described in paragraph 10.51.

10.55 An administering committee shall be a standing committee composed of three members: one member shall be appointed by the Union, and the other two members shall be the Collective Negotiating Committee Chairman and the City Attorney.

- 1) The Administrrating Committee shall make its determinations, rulings and decisions by a majority vote.
- 2) The Administrrating Committee may require, by a major vote, an examination by the City physician, or other physician to be used in their consideration of a qualified employee's application or continued use of the bank. The arrangements shall be made by the Committee for the appointment. Payments for such examination shall be made by the City.

In the event such qualified employee shall fail to submit or refuse consent to such medical examination, he shall be deemed to have waived his rights under this Article and his application shall be deemed withdrawn.

- 3) The Administrrating Committee shall have the power, authority and responsibility to review an accepted applicant's use of the bank and may require physicals at intervals if a use of the bank continues longer than twenty (20) working days.

10.56 The City shall provide a list of sick time for each qualified employee for use by the Administrating Committee, as requested.

10.57 Accumulated sick time may be used in two (2) hour increments for doctor and/or dentist appointments for up to one per month or a total of twelve in any year. This provision only applies to employees working the day shift.

## **11. Leaves of Absence**

### **11.1 Leaves of Absence with Pay**

11.11 The Employer will grant Leave of Absence without loss of pay to an employee for personal reasons, provided:

- a) The needs of the department, as determined by the department head, can still be met. The approval of personal leave shall not be unreasonably withheld.
- b) No personal leave day may be taken on a holiday, except in case of emergency.
- c) Such leave is requested to accomplish a personal business transaction which must be perform during the hours an employee is scheduled to be on duty. The term "personal business transaction" shall include religious observances, legal matters, and other personal business of an urgent personal nature. It does not include recreational or social activities. However, a specific and/or detailed reason will not be required to be given when requesting a personal leave day.
- d) The employee has requested in writing, on the form in Appendix F, that the requested leave be granted not later than two (2) working days prior to the day the requested leave is to begin and that such request state the day or days on which leave is requested and the purpose for which leave is requested, provided that making such a written request is not prevented by circumstances beyond the employee's control,
- e) Not more than four (4) days of leave for this purpose will be granted to an employee during any year of this Agreement, and
- f) Days of leave for this purpose must be taken in units of one half day or full day.

**11.12 The Employer will grant leave of absence without loss of pay to an employee who is absent from duty by reason of an occupational injury or disease which is compensable under the Workmens' Compensation Law, provided:**

- a) The employer will grant a leave of absence without loss of pay to an employee who is absent from duty by reason of an occupational injury or disease which is compensable under the Workmens' Compensation law for a period of thirty-five (35) working days from the first day of absence.**
- b) So much of the compensation award granted by the Worker's Compensation Board for such injury or disease as represents compensation for loss of time during the period of such leave shall be turned over to the employer. Lump sum payments for injury or disease shall be retained by the employee.**
- c) After exhaustion of the thirty-five (35) working day leave as granted above, an employee may then continue to use his own personal sick leave or elect to receive normal coverage provided by the Insurance Carrier of the Employer.**

**1) The employee, within five (5) days provides a medical slip from the attending physician indicating this is a Worker's Compensable injury, the date of the injury and, in the reoccurrence of an old injury, the reoccurrence must be so stated with the date of the original injury, the diagnosis, the return to work date or dates between which the absence is excused.**

**2) The employee, within ten (10) working days, reports the injury to his immediate supervisor and provides management with the pertinent information for the C-2 form. Failure to report the injury within the ten (10) day period will reduce the paid leave of absence in Section 11.12(a) to twenty (20) working days.**

**3) The employee communicates with a case management nurse.**

**4) The employee provides an updated medical slip every month.**

**5) The employee does not miss any of his doctor visits or physical therapy or other treatment sessions, except for unforeseen circumstances. If the employee does miss an appointment due to unforeseen circumstances, the employee must reschedule said appointment.**

**11.13 The Employer will grant leave of absence without loss of pay to an employee if there has been a death in the employee's immediate family, provided:**



- a) As used in this paragraph, "immediate family" includes only spouse, child, parent, grandparent, grandchild, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law and a person occupying the position of a parent of the employee or his spouse.
- b) The employee attends the funeral; and
- c) Only the employee's regularly scheduled working days which are within four (4) calendar days of the funeral will be granted as days of leave and not more than five (5) regularly scheduled working days will be granted as days of leave for each death in the employee's immediate family.

**11.14** Maternity leave will be granted employees as provided in Section 22.1, Chapter 2 of the attendance rules of the New York State Civil Service law, and any amendments thereto. This section reads as follows:

**"Section 22.1 Leave of Absence; Duration**

a) A permanent employee, or an employee holding a position by permanent or temporary appointment who requests leave because of pregnancy or childbirth, may, in the discretion of the appointing authority, be granted a leave of absence, without pay, for a period not exceeding two years. Such leave may be extended beyond two years, for periods aggregating not in excess of an additional two years, only with the approval of the Civil Service Commission. In an exceptional case, a further extension may be permitted by the commission for good cause shown and where the interest of the government would be served. For the purpose of this Part, time spent in active service in the military forces of the United States or of the State of New York shall not be considered in computing the period of leave.

b) This section shall not be construed to require the extension of any employment beyond the time at which it would otherwise terminate by operation of law, rule or regulation."

**11.15** On proof of the necessity of jury service or appearance of a witness pursuant to subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits; provided, however, that this paragraph shall not apply to any absence by an employee caused by such appearance if he is a party. Jury duty and witness fees shall be offset against such pay. Such fees shall not include food, lodging, travel

or mileage allowances. The employee shall furnish a written statement showing the days of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day.

11.16 Pursuant to Military Law, Section 242, the employer will grant leave of absence to an employee who is ordered to perform military duty in the service of the United States and such duty shall be performed for a period or periods not exceeding a total of thirty (30) days in any one calendar year. Such employee shall be paid his salary or other compensation as such employee for any and all periods of absence while engaged in the performance of such ordered military duty and while going to and returning from such duty not exceeding a total of thirty (30) days in any one calendar year and not exceeding thirty (30) days in any one continuous period of such absence.

11.17 The Employer will grant leave of absence without loss of pay to an employee designated by the Union to attend local, state or interstate conferences or conventions sponsored by organizations with which the Union is affiliated, provided:

- a) no more than three (3) employees are on leave for this purpose at the same time;
- b) not later than five (5) calendar days in advance of the first day of the requested leave, the Union has given official notice of the name of the employee so designated, the beginning and ending dates of the requested leave, and the specific purpose of the requested leave; and
- c) not more than a total of twelve (12) days of leave (whether granted to one employee or more than one employee) for this purpose will be granted during any year of this Agreement. Such leave may be taken ten units of 1 day or days or in one-half day units.
- d) A written request by the employee(s) or CSEA must be submitted to the employer on the form shown in Appendix G, hereby incorporated by reference.

## **12. Benefits**

### **12.1 Insurance**

12.11 The Employer shall provide and pay for an insurance policy for each employee as follows:

- a) The Employer shall provide and pay for a life insurance policy for each employee with a death benefit of \$10,000.
- b) The City shall pay life insurance coverage for six (6) months when on leave of absence without pay, for health related causes only.

**12.12 The City shall provide the following health insurance programs:**

**(a) Community Blue 201/201 Plus Plan with five dollars (\$5.00) prescription co-pay, if available, and no contraceptives. If the five dollar (\$5.00) prescription co-pay becomes unavailable, the parties agree to negotiate a mutually agreeable reasonable alternative.**

**(b) The parties agree that the employer shall have the right to select an alternate insurer to provide equal or better coverage, but only with the proper consent of the CSEA.**

**Notwithstanding the above, until such time that a consortium of public employers is formed to negotiate the cost of the above health coverage, the city will continue to offer the present Independent Health Plan with the three tier prescription rider and contraceptives. Until the above mentioned consortium is formed, the city will also continue to offer the present Blue Cross/Blue Shield Traditional Blue 901 with Major Medical with \$100.00 deductible, emergency room rider, Psychiatric rider, cosmetic surgery rider, out of area benefits rider and the Prescription Drug Program, five dollar (\$5.00) co-pay with no contraceptives. The employee shall pay the difference between the cost of the above mentioned Community Blue plan and the cost of the Traditional Blue Cross/Blue Shield plan. Upon the formation of the above mentioned consortium, all employees shall be covered by the plan offered in paragraph (a) above.**

**12.12 (b) Should a member be covered under a family medical insurance plan and his family status changes so that he no longer requires said family plan he must notify the City of his change in status and enroll in the single plan. If the employee fails to notify the City, he shall repay the City for the difference in cost between the family plan and the single plan for the time period from his change in status.**

**12.12( c) New employees shall be charged by way of payroll deduction for twenty-five (25%) per cent of the city's cost for providing health insurance for the first five years of employment with the City. Commencing with the sixth year of employment, the City shall pay one hundred (100%) per cent.**

**Employees entering the bargaining unit after January 1, 2003 shall contribute by way of payroll deduction twenty-five per cent (25%) per cent of the monthly premiums for the health insurance program with the City contributing the remaining seventy-five (75%) per cent of the monthly premium.**

12.12 (d) Medical insurance for retirees pursuant to the following plan:

The Employer shall provide medical insurance coverage for retirees at the group rate, and by payment of a percentage of the premiums, pursuant to the schedule below. The balance of said premiums will be billed to the retiree and paid by same. The employer will provide said coverage until age 65 or otherwise terminated or pre-empted by other coverage through Medicare, Medicaid or a spouse plan. However, in the event the spouse's insurance would expire or no longer be effective, then the Blue Cross coverage provided hereunder for a retired member can be picked up by the retired member with the City paying their percentage of the premium as set forth in this section. The number of sick days at retirement shall determine the percentage of premiums paid by the City as indicated in the schedule below.

<b>Number of Sick Days at Retirement Date</b>	<b>Percentage of Premiums Paid by City</b>
150-180	75%
120-149	60%
90-119	45%
60- 89	30%
0- 59	25%

For employees hired on or after August 1, 1986, the following number of sick days at retirement and percentage of premiums shall be used

<b>Number of Sick Days at Retirement Date</b>	<b>Percentage of Premiums Paid by City</b>
100 – 120	75%
80 – 99	60%
60 – 79	45%
40 – 59	30%
0 - 39	25%

Effective for employees retiring after September 1, 2002, the city will continue to pay premiums according to the above schedule for retirees who are eligible for and obtain Senior Blue 402 medical insurance plan. If said plan becomes

unavailable in the future, the City will offer retirees the Community Blue plan. If the retiree resides out of the area of the HMO coverage, the employer will reimburse employees retiring under this contract the actual cost of medical insurance premiums not to exceed the amount that would have been payable if they had remained in the area.

Regardless of the above formula, if an employee suffers an unforeseen catastrophic illness, injury or requires surgery within one (1) year of the employee's retirement and the employee has a record of not abusing sick days, the above formula requirement will be waived for that event only, and said sick days will not be deducted from the sick days needed to qualify for the certain percentages of insurance, as set out above.. Pre-existing illness and injury or surgery occurs within one year of the employee's retirement. An administrative committee made up of the City's Collective Negotiating Chairman, the City Attorney and a union representative will determine eligibility for this waiver. In determining this waiver, the Committee can expressly take into account the employee's work record as far as attendance for the previous three years and is expressly entitled to take into account any absences for the use of sick leave time, although other factors may be considered by the administrative committee in making its determination.

d) (1) Retirees pursuant to this agreement will be eligible for coverage as is presently maintained by the city and any additions, deletions, modifications made by the city in future contracts will automatically apply to persons retiring pursuant to this agreement.

e) The employer shall provide and full fund a Dental Insurance Plan through the Civil Service Employees Association Benefit Fund. The terms of such coverage shall be as provided in the CSEA Benefit Fund Plan, hereby incorporated by reference.

f) The employer shall provide an Optical Insurance Plan applicable to employee's spouses, and dependent children through the age of 21 years as follows:

- 1) The City shall tender an amount of fifteen thousand dollars (\$15,000.00) each year to the CSEA Local 832 to be used toward the payment of optical bills as set forth herein. Any excess remaining in said account shall be applied toward the payment of optical bills as set forth herein, in future years pursuant to the continuing administration of this optical plan.
- 2) Administration of the plan shall take place the January following each year for the optical bills submitted for the prior calendar year.

This means that for the last year of this contract this section will remain in effect until the administration, during the January following of this part of the contract being known as the "Optical Self-Insurance Plan", The total administration of this plan shall be performed by Local 832 subject to the following conditions:

- 1) Local 832 shall establish a separate account for the sole purpose of receipt and disbursement of such funds for the purposes as set forth herein.
- 2) The City reserves and retains the right to audit and inspect any and all records pertaining to the receipt, disbursement and administration of such funds at their discretion upon reasonable notice during the duration of this plan.
- 3) Local 832 waives the right to request further increases in the annual appropriation of fifteen thousand dollars (\$15,000.00) until such time as any surplus in this fund has been totally depleted at the expiration of the term of this Agreement.
- 4) Should Local 832 and the Employer agree to discontinue this plan, any excess funds remaining in said special bank account shall be returned to the City for application to any successor optical insurance plan the parties may mutually agree upon, if any, however, nothing herein shall obligate the parties to institute a successor plan without further negotiation. If no successor plan is negotiated, the funds shall be returned to the City.
- 3) Any bills covered under other insurance plans will not be covered under this section.
- 4) All optical bills not under restrictions as listed below are to be submitted at one hundred per cent (100%) from the stated bill.
- 5) Should the total bills of all covered employees and their dependents come to more than the amount in the account, then all the bills will be paid on a pro-rata basis.
- 6) UNRESTRICTED CATEGORY: Unrestricted category of coverage shall be coverage for one eye examination per year and one pair of regular eye glasses or regular contacts per year. Eye examination not to exceed thirty-five (\$35.00) dollars. Regular eye glasses or regular contacts not to exceed one hundred twenty-five (\$125.00) dollars. Should the bills of all covered employees

and their dependents come to less than the amount of the account, then all bills not under restrictions shall be paid one hundred per cent (100%). The following items under restriction shall be paid under a pro-rata basis, only if there is an amount left in the account after all the optical bills of all covered employees have been paid one hundred per cent (100%) not under restriction.

- 7) **RESTRICTED CATEGORIES:** Local 832 retains the right to lessen the restrictions or to adjust same as they fit, after the administration of the plan for the first year.
- 8) **CATEGORIES:** (1) Additional eye examinations over and above the first eye examination per year, (2) safety glasses and/or sun glasses and/or second pairs of glasses or contact lenses for covered employees, their spouses and dependents.

g) The Employer, should any employee die while an employee, shall continue to provide his family with the same medical insurance that the employee had and under the same terms for a period not to exceed twelve (12) months. This coverage will be terminated at the end of the twelve (12) month period, upon the widow remarrying or should the widow become employed by an employer who provides medical insurance equivalent in nature to that provided under this contract, whichever happens first. However, after the twelve (12) month period of paid medical insurance by the Employer, the surviving spouse shall be entitled to remain a member of the employer's group health insurance plan with all cost of said plan paid for by the surviving spouse.

12.13 The plan provided under the New York State Employee's Retirement System for the retirement of employees shall be the career plan (Section 75g), and improved career retirement plan (75-I), with the following additional benefits; Sections 41-j, 41-k, and 60-b of the Retirement and Social Security Law and Section 243 of the Military law for all employees covered under this Agreement. The City shall adopt a resolution adopting Section 75-I of the Retirement and Social Security law concurrently with the ratification of this agreement.

12.14 Longevity shall be paid to all employees on the basis of the following schedule:

<b>YEARS OF SERVICE</b>	<b>AMOUNT OF LONGEVITY PAYMENT</b>
7 years but less than 10 years	\$450.00 Total
10 years but less than 15 years	600.00 Total
15 years but less than 20 years	750.00 Total
20 years and over	900.00 Total

Payment of longevity shall be made in one lump sum and shall be paid to the employee at the first pay period in December of each year. Any employee who will have completed required longevity service on or before December 31<sup>st</sup> of any year shall be entitled to the longevity payment as though such period of service had been completed by the first pay period in December. In determining who shall be eligible for longevity at the establishment of the longevity program, all employees covered by this Agreement shall be credited with the total years of service to the City of North Tonawanda continuous and non-continuous combined. Any employee hereafter entering the employ of the City shall accrue longevity only for continuous service to the City of North Tonawanda. Any employee hereafter leaving the service of the City on a lay-off, leave of absence, or because of employment connected disability for a period not exceeding one (1) year shall be considered as having continuous service when such employee returns to the employ of the City except that such period of leave shall not be counted as part of the total service period. Any employee entering the military service for any period of time and returning to the employ of the City shall be considered as having continuous service when such employee returns to the employ of the City except his actual military service shall not be counted as part of the total service period.

To qualify for longevity payment in the year the employee leaves the City services, the employee must be actively employed on the anniversary of his initial employment date. Unused sick days cannot be used to extend service time to the employee's longevity pay for the purposes of receiving longevity payment.

#### **12.15 DEFERRED COMPENSATION**

Effective January 1, 1999, employees are eligible for and may participate in the State approved deferred compensation plan adopted by the City pursuant to Section 457 of the Internal Revenue Code.

#### **12.16 CAFETERIA PLAN**

Effective January 1, 1999, employees are eligible for and may participate in the "cafeteria plan" adopted pursuant to Section 125 of the Internal Revenue Code that is offered by the City.

### **12.2 Waiver of Medical Insurance**

#### **12.21 DEFINITIONS**

The following terms as used in this Article shall have the indicated meaning.



- a) "Medical Insurance" - shall be defined as to mean Blue Cross coverage and for any other medical coverage through a health maintenance organization such as Independent Health.
- b) "Cost of Coverage" - shall be defined as the invoice dollar amount from the primary carrier for medical coverage for the individual employee and/or his family if family coverage is provided.
- c) "Employee" - shall be defined, for purposes of this Article, Article 12.2 Waiver of Medical Insurance, as follows:

An eligible employee shall be an employee who is eligible for and actually has procured through his or her spouse medical insurance as herein defined. Said employee shall be required to furnish proof of coverage through his spouse's plan, if requested by the employer.

12.22 Employees wishing to waive the cost of medical coverage would be eligible to receive one-half (1/2) of the cost of this coverage, or one thousand nine hundred twenty-five dollars (\$1,925.00), whichever is lower, for the period of January 1 through December 31 in their paycheck on the first pay day in December, as a modification to wages (subject to taxes). This amount, one-half (1/2) of the cost of coverage or one thousand nine hundred twenty-five dollars (\$1,925.00) whichever is lower, would be pro-rated over a year when an employee is hired or terminated, or requires the immediate reinstitution of coverage due to the hiring or termination of their spouse, dependent upon the number of months actually waived. For purposes of this section, the figure of \$1,925.00 calculates out to \$160.42 per month.

12.23 Any employee desiring to waive this coverage will be required to sign the attached form Appendix L by December 1<sup>st</sup> of the preceding year for the succeeding calendar year January 1<sup>st</sup> through December 31<sup>st</sup> of each and every year. Any employee who waives said coverage and then desires to reinstitute coverage will have to sign the Waiver of Cash Payment and submit same by December 1<sup>st</sup> to reinstitute coverage January 1<sup>st</sup>. Any employee who is in need of coverage after having waived same due to the death of a spouse or the termination of spouse's coverage, will be eligible to waive coverage and to reinstate same pursuant to the adopted policy and procedure of the medical insurer.

### **13. Miscellaneous**

13.11 The present practice with regard to starting and quitting times, lunch periods and rest periods may not be changed except after consultation between the employer and CSEA. Should the employer wish to institute a change in the

present practice with regard to same, the employer is obligated to give two weeks written notice before said change, and to schedule a meeting within one week with the union negotiating committee, or representative of the union, and as a result of said consultation meeting, the employer shall then give one week written notice to the union prior to the first date upon which said change becomes effective. Changes in schedules will be by seniority. Schedules will not be changed for disciplinary reasons.

13.12 Failure of an employee to report for work without having previously notified the foreman or other supervisory personnel of his intention to be absent for either a whole day or a part of a day shall be considered unauthorized leave of absence.

13.13 The flagrant misuse of city property for personal purposes is prohibited, whether it is vehicles, tools, equipment, buildings or other property. As indicated above in Section 5.54 such misuse shall be grounds for disciplinary action.

13.14 Ordinarily any reprimand that is ninety (90) days old will not be used against an employee for disciplinary purposes, however, such reprimands may be referred to in order to indicate a pattern of poor employee performance.

13.15 Regardless of any other provision of this agreement, any employee hired after January 1, 1987 who has previously worked in any full-time permanent or provisional capacity, immediately prior to his date of appointment with the City of North Tonawanda CSEA unit, shall not be required to contribute toward the co-payment of his medical insurance pursuant to Section 12.12 (d) (Medical Insurance). Any employee who has worked for the City of North Tonawanda when appointed to the CSEA unit, shall not suffer any loss of any accrued sick leave time benefits pursuant to Section 10.21 (Sick Leave).

13.16 Whenever City operations are closed due to weather or other emergency conditions, all essential personnel required to report shall be paid their regular rate of pay for all regular hours worked and appropriate overtime compensation where applicable. Any employee unable to report will be allowed to charge any available leave accruals to avoid loss of pay.

#### **14. Safety Committee**

14.11 The City shall recognize a safety committee to be selected by the Union, and City, consisting of not more than four members, two members being employees and two members being city representatives, and such committee shall meet at mutually agreed times to discuss matters relating to safety and health conditions within the City work areas. Said meetings shall be held not more than quarterly and for not longer than two hours in duration. All complaints or suggestions for the betterment of safety and health conditions within the City work areas shall be investigated by said committee. If a matter complained of is

not properly settled to the satisfaction of the committee, it shall, at the request of said committee be immediately submitted for final decision to the OSHA regional office, or may become the subject for a grievance, such grievance shall be properly submitted a the third step of the grievance procedure.

14.12 It is recognized as being the mutual obligation of the City and the Union to assist in the elimination of and prevention of unsafe and unhealthy working conditions and practices, and jointly to assist in the prevention of accidents.

14.13 Should any employee or group of employees fail to follow any adopted safety rules or procedures, or fail to use equipment provided by the employer for their safety, such failure or refusal shall be grounds for disciplinary action by the employer against such employee or employees. To be enforceable against said employees, such safety rules or procedures must be incorporated into a written safety manual, or posted on the relevant employee bulletin board.

## **15. Education Policy**

15.11 There is hereby established an Education Committee consisting of the following members: the City Attorney, the department head from applicant's department and a Union Representative or the applicant himself.

15.12 Such committee shall review any such course or courses for which an applying employee will seek tuition reimbursement from the City. Application shall be made on the attached Appendix I, hereby incorporated by reference. Photocopies of receipts for books and tuition, proof of successful completion and of the employee's duty statement shall accompany such form. When necessary and available, brief course descriptions shall also be submitted. Such committee will decide on whether or not such course or courses will lead to job proficiency.

15.13 Upon an applying employee's request and prior approval by the Common Council, members of the union attending duly recognized courses in college or technical schools leading to proficiency in the performance of their duties, in the judgment of the education committee, shall upon successful completion of such course or courses, be reimbursed by the City of North Tonawanda for any sums advanced by such employee for tuition and books required for the completion of such courses.

15.14 Reimbursement will be proper only for individual courses which are found by the committee to increase job proficiency. Reimbursement shall be only for such individual courses and not for an entire degree program.

15.15 The City will provide books, tuition, and fees to any employee taking courses required to maintain their licenses, provided such licenses are necessary to maintain city employment. If courses are available only during normal

working hours, the employee will be allowed to attend said courses without loss of pay.

15.16 In those departments having established mandatory training programs, attendance at same by employees requiring said training is mandatory regardless of the fact that said training is offered at times when the employee is not otherwise required to be at work due to the fact that he works a different shift. Employees attending said mandatory training sessions shall be credited with compensatory time which shall be used within the calendar it is accrued.

## **16. Overtime Payments**

16.11 An salaried employee whose normal work week consists of seven (7) hours per day and thirty-five (35) hours per week shall be paid at the rate of time and one-half (1 1/2) for any hours worked over seven (7) hours per day and thirty-five (35) hours in any week. Hourly and salaried workers whose normal work week consists of eight (8) hours per day and forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2) for any hours worked over eight (8) hours per day and forty (40) hours in any week. The work week shall be deemed to begin on Sunday for hourly and shift workers and on Friday for salaried employees.

16.12 An employee will be paid time and one-half (1 1/2 ) for hours worked as defined above. For purpose of this section, "Time Worked" shall include any days taken as holidays, compensatory days in lieu of holidays, or compensatory days. "Time Worked" shall not include an other paid leaves of absence such as sick days, personal days, vacation days, bereavement, or any other excused absences.

16.13 Available overtime shall be distributed equitably among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved unless none of such employees are available. Such distribution shall be made on a rotational basis. Deviations from rotation shall only be made in the case of sudden emergency, in which case the employee receiving the overtime shall go to the end of the rotation list, provided, however, that the authority granted by this section shall not be abused to avoid equitable rotation. The initial rotation list shall be set up on the basis of seniority. Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotation list.

In the event an available employee is skipped when available overtime is distributed among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved, the employee involved will receive the best available overtime after the

supervisor responsible for assigning such overtime is notified that the skip has occurred.

A record of employees who have worked overtime shall be dated on a biweekly basis and shall be posted at each work location as defined by mutual agreement at the agency or local level unless such posting is mutually determined to be unnecessary.

16.14 Employees who work either a thirty-five (35) or forty (40) hour work week may exercise an option in writing on the attached form, Appendix K, hereby incorporated into this Agreement by reference, to take said overtime hours worked off as compensatory time off, in lieu of receiving payment for said hours at time and one half (1 1/2). This option form, Appendix K, shall be filed with the Department Head and the Department of Accounting by January 15<sup>th</sup> of each year, should the employee desire said compensatory time off. Any employee submitting said form, shall have the option to change this option for a maximum of up to three (3) times per year, without the approval of the Employee's Department Head, and more than three (3) times per year, upon approval of the Employee's Department head. Should said option not be changed by the employee, it shall remain in effect for a period of one year until December 31, at which time it shall expire for that calendar year.

16.15 For all 24 hour shift personnel, (Wastewater Treatment Plant, Water Treatment, Water Pumping Station) an employee who works the shift on October 31<sup>st</sup> of every year changing from eastern daylight time to eastern standard time, wherein they must work an additional hour, will be entitled to one hour's pay at overtime rates. However, in the spring, operators who work a shift on April 30<sup>th</sup> - May 1<sup>st</sup>, will be required to put in one additional hour at straight time rates either at the end or beginning of their shift at the pleasure of the superintendent and will receive their regular eight hours pay.

16.16 The Fair Labor Standards Act regarding compensatory time is hereby incorporated into this contract.

## **17. Call In Time**

17.11 An employee called back to work after his normal work shift ends or on Saturday or Sunday will be guaranteed a minimum of three (3) hours pay.

- a) if he has already worked forty hours (thirty-five hours for those employees whose normal workweek schedule is thirty-five hours), any hours worked will be paid at the rate of time and one-half (1 1/2).
- b) If he has not worked forty (40) hours (thirty-five (35) hours for those employees whose normal work week schedule is thirty-five hours) he will still receive a minimum of three (3) hours call-in pay.

## **18. Scheduling Committee**

18.11 The Employer and the CSEA agree to establish a Scheduling Committee to consider shift scheduling and double-back holiday compensation. The Committee shall consist of two members appointed by the Employer and two appointed by the CSEA and one member appointed by both parties. Approval of the joint member shall not be unreasonably withheld by either party. This Committee shall consider problems submitted to it by either party concerning scheduling problems experienced by members of the bargaining unit. The Committee shall issue a report, within a reasonable time, on the problem with a suggested solution.

## **19. Labor/Management Committee**

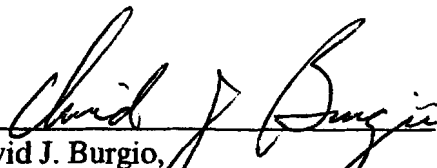
19.11 Both parties agree to hold quarterly labor/management committee meetings for the purpose of conferring on issues of mutual concern to the Union and the City.

Any recommendations for upgrading of positions will be given within one year of the execution of the contract.


IN WITNESS WHEREOF, the duly authorized representatives of the parties have  
subscribed their names this            day of            , 2003

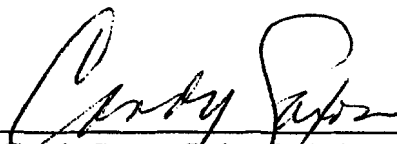
FOR THE CITY OF NORTH TONAWANDA

SEAL

  
\_\_\_\_\_  
David J. Burgio,  
Mayor, City of North Tonawanda

\_\_\_\_\_  
FOR THE CITY OF NORTH TONAWANDA  
UNIT, CSEA LOCAL 832, AFSCME  
LOCAL 1000, AFL-CIO

  
\_\_\_\_\_  
Paul Harms, Unit President

  
\_\_\_\_\_  
Candy Saxon, Labor Relations Specialist  
Civil Service Employees Association

**APPENDIX A**  
**CITY OF NORTH TONAWANDA**  
**GRIEVANCE FORM**

GRIEVANCE FORM	
CITY OF NORTH TONAWANDA UNIT	
Grievance No.	Date Filed:
Details of Grievance:	
Article(s) and Section(s) Violated	
Remedy Sought:	
CSEA Representative	
Grievant: Name	
Address	
Phone at work	Phone at home
Date of hire	Social Security #
Department	Job Title



First Step Disposition:	
City Representative:	
Department:	
Date:	
Date Filed at Second Step:	
Second Step Disposition:	
City Representative:	
Department:	Date:
Date Filed at Third Step:	
City Grievance Committee Disposition:	
City Grievance Committee Chair:	
Date:	
Arbitration Requested By:	
Date:	

**APPENDIX F**  
**REQUEST FOR COMPENSATORY**  
**DAY OFF IN LIEU OF HOLIDAY**

**SECTION 8.22**

Employee's Name\_\_\_\_\_

Department\_\_\_\_\_

Day(s) of Week Requested\_\_\_\_\_

Date(s) Requested\_\_\_\_\_

Special Reason, if any, for requesting the above day(s) off

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature\_\_\_\_\_

Date received by Department Head's office\_\_\_\_\_

**APPENDIX C  
SICK LEAVE APPLICATION**

**SECTION 10.32**

Employee's Name \_\_\_\_\_

Department \_\_\_\_\_

List days of absence \_\_\_\_\_

\_\_\_\_\_

Briefly describe nature of illness \_\_\_\_\_

\_\_\_\_\_

Is medical certificate attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Application filled out by (Check one);

\_\_\_\_\_ Employee

\_\_\_\_\_ Employee's spouse, parent or resident  
adult

\_\_\_\_\_ Authorized City Officer/Employee

Signature of person filling out application

\_\_\_\_\_

Date application submitted: \_\_\_\_\_

**APPENDIX D  
MEDICAL CERTIFICATE  
SECTION 10.36**

Employee's Name \_\_\_\_\_

Employee's Department \_\_\_\_\_

Brief Description of Nature of Employee's Illness or Injury

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates on which this employee was treated or examined: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Probable date on which employee will be fit to resume duties of his position:

\_\_\_\_\_

(Please print or type information below)

Signature of M.D.

\_\_\_\_\_

Name of Doctor: \_\_\_\_\_

Address of Doctor: \_\_\_\_\_

\_\_\_\_\_

Phone number of Doctor: \_\_\_\_\_



**APPENDIX E  
SICK LEAVE BANK APPLICATION  
SECTION 10.54**

1. Employee's Name: \_\_\_\_\_

Employee's Department: \_\_\_\_\_

2. List number of days for which application is presently being made:  
\_\_\_\_\_

3. Briefly describe nature of illness:  
\_\_\_\_\_  
\_\_\_\_\_

It is understood that pursuant to Section 10.52 of the Collective Bargaining Agreement that an applicant must meet the qualifications contained therein and must submit a medical certificate with this application.

Signature of person who filled out this application:

\_\_\_\_\_

Check one \_\_\_\_\_ Employee

\_\_\_\_\_ Employee's spouse, parent or resident adult

\_\_\_\_\_ Authorized City Officer or Employee

Date application submitted: \_\_\_\_\_

Administrative Committee's Determination:

This application approved for \_\_\_\_\_ days

Disapproved

Starting on \_\_\_\_\_ and extending until \_\_\_\_\_. On or before this second date, applicant must reapply for further sick leave from the bank.

\_\_\_\_\_  
Union Member

\_\_\_\_\_  
Chairman, Collective Bargaining Committee

\_\_\_\_\_  
City Attorney

**APPENDIX F**  
**PERSONAL LEAVE APPLICATION**  
**SECTION 11.11**

1.   Employee's Name\_\_\_\_\_
- Employee's Job Title\_\_\_\_\_
2.   Number of days leave requested\_\_\_\_\_
3.   Dates and shifts requested\_\_\_\_\_
4.   Purpose of leave\_\_\_\_\_
3.   Date Submitted\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

**APPENDIX G**  
**REQUEST FOR UNION LEAVE WITH PAY**  
**SECTIONS 11.17 and 2.34**

Employee's Name \_\_\_\_\_

Employee's Job Title \_\_\_\_\_

Department \_\_\_\_\_

Date(s) of Leave Requested \_\_\_\_\_

\_\_\_\_\_

Purpose \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Submitted \_\_\_\_\_

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date



**APPENDIX H**  
**BLUE CROSS/BLUE SHIELD RETIREMENT**  
**SECTION 12.12 (c)**

Name of  
Employee \_\_\_\_\_

Department \_\_\_\_\_

Total years of employment: Years \_\_\_\_\_ Months \_\_\_\_\_

Amount of sick leave credits accrued and unused by employee at date of  
retirement: Total days \_\_\_\_\_

Percentage of health insurance premiums to be paid by employee: \_\_\_\_\_%

Percentage of health insurance premiums to be paid by City: \_\_\_\_\_%

We acknowledge the above figures and calculations have been compiled from all  
records available from the past, and present, and are true and correct according to  
such records that were available to compile this report for the above named  
employee.

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Signed

**APPENDIX I**  
**EDUCATIONAL EXPENSES REIMBURSEMENT**  
**FORM Section 15.12**

Employee's  
Name \_\_\_\_\_

Employee's  
Department \_\_\_\_\_

Employee's Civil Service Job Title (attach copy of duty statement)

---

Employee's Date of Hire or Promotion to Present  
Position: \_\_\_\_\_

Educational Institution Attended (name and  
address): \_\_\_\_\_

---

Semester or Period of Attendance for which Reimbursement is presently being  
sought: \_\_\_\_\_

---

Courses for which Reimbursement is Presently Applied for (attach course  
descriptions, if available): \_\_\_\_\_

---

---

Expenses (attach receipts and proof of completion)

Course Name: \_\_\_\_\_ Course Name: \_\_\_\_\_

Tuition: \_\_\_\_\_ Tuition: \_\_\_\_\_

Books: \_\_\_\_\_ Books: \_\_\_\_\_

Other (explain): \_\_\_\_\_ Other (explain): \_\_\_\_\_

---

Signature of Employee

**APPENDIX J**  
**NOTICE OF POSTING OF**  
**JOB OPENING**  
**SECTION 6.11**

1. Period of posting:  
\_\_\_\_\_  
(Must be five (5) work days)
  2. Job classification and department: \_\_\_\_\_  
\_\_\_\_\_
  3. Rate of pay: \_\_\_\_\_
  4. Nature of Job requirements to qualify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  5. Deadline for submitting applications: \_\_\_\_\_  
\_\_\_\_\_
  6. Location for submitting Applications: \_\_\_\_\_
  7. Date Notice Delivered to Union: \_\_\_\_\_  
\_\_\_\_\_
- (Must be at least two days prior to first date in #1 above)

**APPENDIX K**  
**OPTION TO TAKE COMPENSATORY**  
**TIME OFF IN LIEU OF**  
**RECEIPT OF OVERTIME COMPENSATION**  
**SECTION 16.14**

Employee's Name \_\_\_\_\_

Employee's Title \_\_\_\_\_

Department \_\_\_\_\_

I, the undersigned, hereby exercise my option, as per Section 16.14 of the CSEA-City collective bargaining agreement, to take compensatory time accumulation in lieu of receiving time and one-half (1 ½) for any hours worked over my regularly scheduled hours, as overtime hours.

It is my understanding that I may change this option three (3) times per year without approval of my Department Head. Any further changes in the same calendar year shall be made only with the approval of my Department Head.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Signed

Received by Department Head's Office:

Person Receiving Form: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX L  
WAIVER OF MEDICAL  
INSURANCE BENEFITS  
UNDER CSEA CONTRACT SECTION 12.51**

- 1) I \_\_\_\_\_ one of the Civil Service Employees Association employees, or am entitled to hospitalization coverage as the result of City employment.
- 2) I \_\_\_\_\_ hereby agree to waive my medical insurance coverage pursuant to the negotiated collective bargaining agreement between the CSEA and the City of North Tonawanda with the understanding that I am no longer presently eligible for this coverage as long as this waiver remains in effect, and further, that I am entitled to receive a cash payment equivalent to one-half (1/2) of the cost of the coverage as defined in Section 12.21.
- 3) I realize that should I require coverage at a later date I again reinstitute my coverage for a succeeding calendar year by waiving my cash payments pursuant to the contract by executing and submitting in a timely fashion (by December 1<sup>st</sup> of any year for the succeeding year) the form Appendix M.

\_\_\_\_\_

Date

\_\_\_\_\_

Employee's Signature

STATE OF NEW YORK                    )  
COUNTY OF NIAGARA                )  
CITY OF NORTH TONAWANDA         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ before me, the subscriber, personally appeared \_\_\_\_\_ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

\_\_\_\_\_

Notary Public

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

EMPLOYEE NUMBER \_\_\_\_\_

MEDICAL INSURANCE ID NUMBER \_\_\_\_\_

**APPENDIX M  
WAIVER OF CASH PAYMENT  
IN LIEU OF MEDICAL COVERAGE  
UNDER CSEA CONTRACT Section 12.23**

- 1) I \_\_\_\_\_ am an employee of the City of North Tonawanda and within the Civil Service Employees Association, or am entitled to hospitalization coverage as the result of city employment.
- 2) I have previously waived my coverage for medical insurance pursuant to contractual provisions and now find it necessary to re-institute coverage.
- 3) Therefore I hereby agree to waive my right to a cash payment for one-half (1/2) of the health care coverage as indicated in the collective bargaining agreement and direct the city to re-institute coverage at the first available eligible period of time, pursuant to the medical insurance company's policies and procedures.

\_\_\_\_\_

Date

\_\_\_\_\_

Employee's Signature

STATE OF NEW YORK                    )  
COUNTY OF NIAGARA                )  
CITY OF NORTH TONAWANDA        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ before me the subscriber, personally appeared \_\_\_\_\_ to me known and know by me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

\_\_\_\_\_

Notary Public

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

EMPLOYEE NUMBER \_\_\_\_\_

MEDICAL INSURANCE ID NUMBER \_\_\_\_\_

